

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jo-Ann Stores, LLC		05/21/2018	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main St., 14th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5152780	BUTTERCREAM	
<b>Registration Number:</b>	5232608	HANDMADE WITH JOANN	
<b>Serial Number:</b>	87249388	HANDMADE = HAPPY PLACE	
<b>Registration Number:</b>	5232609	JOANN	
<b>Registration Number:</b>	5387351	FAB LAB	
<b>Serial Number:</b>	87595833	HANDMADE AND SHARED BY YOU COMPANY	
<b>Serial Number:</b>	87760021	HANDMADE HAPPY HOUR	
<b>Serial Number:</b>	87758156	JOANN	
<b>Serial Number:</b>	87653550	THE BIG BOLT	
<b>Serial Number:</b>	86983825	FAB LAB	
<b>Serial Number:</b>	87704460	JOANN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		

OP \$290.00 5152780

**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 05/21/2018

**Total Attachments: 6**

source=21. Jo-Ann - Supplemental Trademark Security Agreement (2L) [Executed]#page1.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Jo-Ann Stores, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-OH
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 21, 2018

- Assignment
- Security Agreement
- Other Supplemental Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 901 Main St., 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

May 21, 2018  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Supplemental Trademark Security Agreement*”) dated May 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of October 21, 2016 (as amended, restated, amended and restated, extended, renewed, replaced, refinanced, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Jo-Ann Stores, LLC, Needle Holdings LLC, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated October 21, 2016, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Supplemental Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the

registered Trademarks and Trademark registration applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Supplemental Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplemental Trademark Security Agreement.

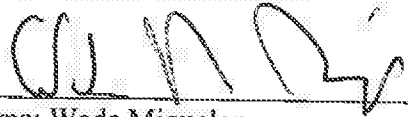
SECTION 5. Execution in Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Supplemental Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the undersigned have executed this Trademark Security Agreement as of the date first above written.

JO-ANN STORES, LLC, Grantor

By:   
Name: Wade Miquelon  
Title: Executive Vice President & Chief  
Financial Officer

[Jo-Ann – Signature Page to Supplemental Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006333 FRAME: 0964**

BANK OF AMERICA, N.A., as Collateral Agent  
and Grantee

By: \_\_\_\_\_

  
Name: Denise Jones

Title: Vice President

[Jo-Ann – Signature Page to Supplemental Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006333 FRAME: 0965**

SCHEDULE A

<b>TM Record</b>	<b>Trademark/Application No./Registration No.</b>	<b>Status/Status Date</b>	<b>Owner</b>
US Federal Q2 uf 35	BUTTERCREAM RN: 5152780 SN: 86981449	Registered February 28, 2017	Jo-Ann Stores, LLC
US Federal	HANDMADE WITH JOANN RN: 5232608 SN: 87249380	Registered June 27, 2017	Jo-Ann Stores, LLC
US Federal	HANDMADE = HAPPY PLACE SN: 87249388	Filed 11/28/2016	Jo-Ann Stores, LLC
US Federal	JOANN (STYLIZED) RN: 5232609 SN: 87249393	Registered June 27, 2017	Jo-Ann Stores, LLC
US Federal	FAB LAB RN: 5387351 SN: 86983468	Registered January 23, 2018	Jo-Ann Stores, LLC
US Federal	HANDMADE AND SHARED BY YOU COMPANY SN: 87595833	Filed 9/5/2017 Pending ITU	Jo-Ann Stores, LLC
US Federal	HANDMADE HAPPY HOUR SN: 87760021	Filed 1/18/2018	Jo-Ann Stores, LLC
US Federal	JOANN SN: 87758156	Filed 1/17/2018	Jo-Ann Stores, LLC
US Federal	THE BIG BOLT SN: 87653550	Filed 10/20/2017 Pending ITU	Jo-Ann Stores, LLC
US Federal	FAB LAB SN: 86983825	Review Prior to Registration Completed 4/26/18	Jo-Ann Stores, LLC
US Federal	JOANN SN: 87704460	Filed 12/01/2017	Jo-Ann Stores, LLC